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NORCA INDUSTRIAL, LLC

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

NORCA INDUSTRIAL, LLC, a New York
Limited Liability Company,

Plaintiff,

v.

ROBERT WREN, an individual; PRIMROSE
METALS, INC., a California corporation;
RICHARD RAYBIN, an individual; LIFETIME
CAPITAL GROUP, an unknown entity;
VICTORIA PICLOTTI, an individual;

Defendants.

CASE NO. C 07 3425 WHA

**SUPPLEMENTAL
DECLARATION OF SELIM
BAHAR IN SUPPORT OF
PLAINTIFF'S EX PARTE
APPLICATION FOR
TEMPORARY RESTRAINING
ORDER, PRELIMINARY
INJUNCTION AND EXPEDITED
DISCOVERY**

Date: July 3, 2007
Time: 3:30 p.m.
Ctmm: Hon. William H. Alsup

SELIM BAHAR declares:

1. I am president of plaintiff Norca Industrial LLC, a New York limited liability company (hereafter "Norca"). The facts stated in this declaration are based upon my personal knowledge.

1 2. I have reviewed Robert Wren's declaration dated July 2, 2007 filed in opposition
2 to Norca's application for a temporary restraining order and preliminary injunction. Although I
3 disagree with many of Mr. Wren's assertions made in his declaration, I will only specifically
4 address a few of them here.

5 3. The implication in paragraphs 4 and 5 of Mr. Wren's declaration that the
6 purported "\$22 Million book of business" he moved to Norca included boiler tube business is
7 untrue. The "book of business" he brought to Norca involved stainless steel and aluminum bar
8 products, and other tube products not including boiler tubes. The boiler tube business first arose
9 and was developed while Mr. Wren was employed by Norca. Mr. Wren did not move anything
10 like \$22 Million in business to Norca. His base of business quickly evaporated due to dumping
11 suits against bar products and the change in ownership of an aluminum mill in Korea.

12 4. The statement in paragraph 7 of Mr. Wren's declaration that
13 "Norca was never able to arrange a business meeting with any executive of Posco during my
14 tenure at Norca" is untrue. For example, I personally met with Posco executives whenever I
15 traveled to Korea every two or three months for the last few years.

16 5. The further statement in paragraph 7 that Changwon "does not maintain any
17 'exclusive' deals with any trader, including Norca" is untrue. In addition to the facts set forth in
18 my earlier declaration, so far as I am aware and during the period of Mr. Wren's employment
19 with Norca up until June 2007, Changwon never provided quotes for boiler tube products to be
20 sold to North American customers except through Norca.

21 I declare under penalty of perjury under the laws of the United States of America that the
22 foregoing is true and correct.

23
24 Executed on: July 3, 2007

25 Selim Bahar
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